

# Brighton at Mill Creek Association

## RULES & REGULATIONS

(Effective Date: 12-11-2017)

### Section 1. Application and Authority

**1.1 Purpose.** These rules and regulations (“Rules”) have been established to ensure the enjoyment of the Brighton at Mill Creek neighborhood by all residents and protect the investment of the homeowners while maintaining compliance with the Brighton at Mill Creek Governing Documents, Articles of Incorporation, and the City of Mill Creek.

**1.2 Authority.** These Rules have been approved by the Board of Directors in accordance with the Washington State’s Homeowners’ Associations statute RCW 64.38.20(1), the Association’s Declaration Article III, Section 8.15, and Bylaws Article VII, Section 1 (a), and are subject to change with written notice to all owners and residents to their last known mailing address.

**1.3 Inclusion of CCRs.** Pursuant to Article II, Section 8.15 of the Brighton at Mill Creek Declaration of Conditions, Covenants, and Restrictions (CC&R’s), these Rules and Regulations are intended to supplement the Association’s CC&R’s.

**1.4 Universal Application.** All owners, tenants, guests, and pets are subject to these Rules. It is the responsibility of the owner(s) to notify tenants and guests of these rules, and the owner shall be held responsible by the Board of Directors for actions of the residents/guests in violation of these rules.

**1.5 Conflicts.** In the event that these Rules and Regulations conflict with the original Declaration of Covenants, Conditions, and Restrictions, the provisions of the original Declaration of Covenants, Conditions, and Restrictions will prevail.

**1.6 Enforcement, Fine, and Fee Schedule.** All Rules and Regulations are subject to enforcement and fines outlined in the Brighton at Mill Creek Association ‘Enforcement Policy with Fine and Fee Schedule’. See Exhibit A for ‘Enforcement Policy with Fine and Fee Schedule’.

### Revision Log

- 05-17-17 – Draft, version 8 provided to members at Annual Meeting for comment
- 05-24-17 – Draft, version 9 sent to BMC Board and acting management for final comment and revisions before approval
- 06-19-17 – Draft, version 10 reformatted to smaller font to reduce number of total pages and ready for member comment
- 11-6-17 – 30 day member comment period open
- 12-6-17 – Draft, version 11 member comment period ended and revisions based on feedback incorporated
- 12-11-17 Board Approved version 11

## **Section 2. Roles and Responsibilities**

### **2.1 Homeowners**

- A. Are to be aware of and comply with Brighton at Mill Creek CC&R's, Bylaws, Articles of Incorporation, Policies, and Rules and Regulations, along with Washington State and City of Mill Creek laws, regulations, and ordinances
- B. Submit a Project Approval Form to the Association Management for approval of exterior projects that will prominently affect the visibly outward appearance of the property for ACC review no less than thirty (30) days prior to the work commencing. This also includes but is not limited to structures, roof, fence, driveway/walkway or hardscaping projects and satellite dish location approval (per Exhibit F). See Exhibit B 'Request for Project Approval form' for specifics
- C. Acquire all required governmental permits
- D. Respond promptly to notification of a violation by an appropriate immediate remedy or notify and work with the Association management if additional time or schedule to complete for compliance is needed
- E. Be aware of potential consequences of noncompliance and its associated assessment of fines

### **2.2 Brighton at Mill Creek Board of Directors**

The Association, by way of its Board of Directors and subject to the terms of the Association's Governing Documents (the "Governing Documents" consist of the (i) Declaration of Covenants, Conditions, and Restrictions for Brighton at Mill Creek Homeowners Association recorded at Snohomish County Auditor's No. 9603040754, as amended; (ii) the Articles of Incorporation of Brighton at Mill Creek Homeowners Association, as amended; (iii) the Bylaws of Brighton at Mill Creek Homeowners Association, as amended; (iv) the Rules, Regulations and administrative resolutions of the Board of Directors as adopted from time to time), controls the care and use of common areas and amenities and is responsible for the administration of the programs, services, and activities of the Association as established in the Association's Governing Documents and as amplified or clarified by resolution of the Association.

### **2.3 Association Management**

The role of the Managing Agent is to use its best professional efforts to assist and advise the Board in matters of operation and governance of the Association, including implementing the decisions and the policies established by the Board of Directors of the Association. Agent will provide the Association with efficient business and financial administration, supervision and/or oversight as required within this Agreement, and advisory services consistent with the best interests of the Association and standard industry association and portfolio management practice, and Agent shall administer the Association's affairs in accordance with the provisions adopted by the Board and this Agreement, and consistent with the Governing Documents.

## Section 3. Guidelines

**3.1 Approval for Architectural Changes or Exterior Projects.** Architectural changes or exterior projects that prominently affect the visibly outward appearance of the property from either the Homeowners front street, a neighboring Lot, or Common Area, must be submitted to the Brighton at Mill Creek Architectural Control Committee thirty (30) days prior for approval before any work is to commence. See Exhibit B 'Request for Project Approval form' for specifics.

*(Index Reference D, E, F, G, P, Q, T, U, V, W)*

**3.2 Exterior Project Duration.** Exterior projects must be completed, with all debris and temporary storage removed, within one hundred eighty days (180). Duration begins with delivery of materials or construction, whichever is earlier.

*(Index Reference J, P)*

**3.3 Vehicles, Boat, Trailer, Recreational Vehicle Parking.** Street parking must comply with all applicable governmental laws, ordinances, and regulations. No trailers or boats unattached to a vehicle are to be stored on the street at any time. Vehicles, trailers, or boats that are attached to a vehicle cannot be parked for more than 24 consecutive hours.

Large vehicles may not be parked or stored upon any street between the hours of 2:00 a.m. and 5:00 a.m. unless a temporary permit from the city has been obtained and displayed to be easily seen from the street or sidewalk on the vehicle at all times. The vehicle must not block any right-of-way or impede on a neighboring property at any time.

Trailers, recreational vehicles, campers, and boats can be parked temporarily in a driveway but for no more than 72 hours collective in one month and cannot block any right-of-way or impede on a neighboring property at any time.

No motor vehicles classed by manufacturer rating as exceeding one ton, recreational vehicle, mobile home, travel trailer, tent trailer, utility trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicles may be parked, maintained, constructed, reconstructed or repaired on any Lot, Common Area, or street within Brighton at Mill Creek.

No inoperable or unlicensed vehicle may be stored or parked so as to be visible from neighboring property, Common Areas or streets; provided, however, that this Subsection shall not apply to emergency vehicle repairs which (i) require less than twenty four (24) hours to complete; and (ii) vehicles parked in garages which are not visible from neighboring property, Common Areas, or streets.

Vehicles on the street are subject to the City of Mill Creek Ordinances and can be parked on the streets within Brighton at Mill Creek for up to 24 hours.

*(Index Reference G, M, AA, BB, CC)*

**3.4 Sheds and Storage Buildings.** All sheds and storage buildings, whether prefabricated, metal or any other construction whatsoever, whether temporary or permanent, must gain approval from the Architectural Control Committee following Section 3.1 of this governing document before being moved, placed, assembled, constructed or otherwise maintained. See Exhibit B 'Request for Project Approval form' for specifics.

Sheds and Storage buildings must not be closer than five (5) feet from any property line, over any portion of an easement, buffer, preservation, or common area, and no taller than fifteen (15) feet for single story, twenty-five (25) for two-story.

A permit must be obtained from the City of Mill Creek for any detached accessory building with a foot print over 200 square feet.

Exterior finish and roofing material of storage buildings and sheds that are visible from the properties' front street or above the properties front fence or hedge line must match the existing principle structure.

Any part of all structures and accessories must be maintained in good repair at all times and any damages must be repaired immediately. Paint or stain must be free of mold, water stains, peeling or blisters, fading, unevenness, blotching or weathering.

*(Index Reference I, K, T, U, V, W, II, JJ)*

**3.5 Pergolas, Gazebos, Greenhouses, Other Large Garden Structures.** Pergolas, gazebos, greenhouses, or other large garden structures must gain approval from the Brighton at Mill Creek Architectural Control Committee no less than thirty (30) days before being moved, placed, assembled, constructed or otherwise maintained. See Exhibit B 'Request for Project Approval form' for specifics.

Any part of all structures and accessories must be maintained in good repair at all times and any damages must be repaired immediately. Paint or stain must be free of mold, water stains, peeling or blisters, fading, unevenness, blotching or weathering.

*(Index Reference I, K, T, U, V, W)*

**3.6 Play Structures.** Play structures with a footprint larger than 16 square feet (4ft x 4ft), or that will be visible from a street, or above a privacy fence line, requires approval from the Brighton at Mill Creek Architectural Control Committee no less than thirty (30) days prior to construction. Applications for play structures must include design plans or images of the proposed structure and its location to be placed on the lot. See Exhibit B 'Request for Project Approval form' for specifics.

Play Structures must not be closer than five (5) feet from any property line, over any easement, buffer, preservation, or common area, and no taller than fifteen (15) feet for single story, twenty-five (25) for two-story

Any part of all structures and accessories must be maintained in good repair at all times and any damages must be repaired immediately. Paint or stain must be free of mold, water stains, peeling or blisters, fading, unevenness, blotching or weathering.

*(Index Reference I, K, T, U, V, W, II, JJ)*

**3.7 Mailboxes.** Posting of promotional signs on mailbox stands is not permitted.

*(Index Reference R)*

**3.8 Garage Sales.** Brighton at Mill Creek participates in the Mill Creek Community Association bi-annual garage sales, (typically the 1<sup>st</sup> Saturday in May and the 1<sup>st</sup> Saturday in October).

**3.9 Fireworks and Firearms.** Explosives of any kind shall not be discharged or stored upon any Lot or permitted within Brighton at Mill Creek.

*(Index Reference J, Z)*

**3.10 Outdoor Burning.** No open fires are permitted on the Lots, except in a contained outdoor fireplace or barbeque unit while attended. There shall be no fires permitted within the Common Areas, except by governmental authorities. Fires in permitted containers are to be in areas on the Lot that don't pose a nuisance to neighboring properties or a hazard to surrounding trees and vegetation.

*(Index Reference D, J, GG)*

**3.11 Debris.** Debris of any kind, unused or broken household or play items, Christmas trees, or other waste or litter shall be properly and promptly disposed of and not allowed to linger in yards, driveways, streets, nor shall it be disposed of in any common area or become a nuisance.

*(Index Reference D, J, L, T, BB, HH)*

**3.12 Exterior Storage.** Exterior storage of yard debris, lawn or mechanical equipment, cordwood, or discarded items shall not be in view from the property owner's front street, common area, or an adjoining property. Temporary storage of dirt, mulch, rock, or similar materials is permitted in driveways and for not more than two (2) weeks.

*(Index Reference D, J, L, T, BB, HH)*

**3.13 Window and Door Decals.** No decals are to be displayed on any window or door facing the front street with the exception of those identifying security services or emergency notifications for people and pets.

*(Index Reference R)*

**3.14 Trash, Yard Waste, and Recycling Carts.** Trash or other debris must be kept in standard covered sanitary containers. Containers may not be stored in an area visible from any street or neighboring property unless they are being made available for collection and then for only for a period of time not exceeding 15 hours, which is a reasonable time to effect collection. No outdoor incinerators shall be kept or maintained on any Lot.

*(Index Reference J, L)*

**3.15 Political Signs.** Political signs may be located on a homeowner's property subject to the following prohibitions:

1. No sign shall be larger than five square feet in size
2. No sign shall be located on the property nearer than ten feet from the closest property line
3. No sign shall be placed in or on any of the common areas within the division
4. No sign shall be placed on a homeowner's property for more than thirty (30) days prior to a special, primary, or general election
5. No sign shall remain on a homeowner's property for more than two (2) days following a special, primary, or general election

*(Index Reference R, JJ)*

**3.16 Basketball Hoops.** Basketball hoops shall not be affixed to any portion of the principle structure or garage. Moveable stand-alone hoops are permitted but must not block any right-of-way or impede on a neighboring property. Permanently established basketball hoops in any area on Lot, secured with concrete or other material, must receive prior approval from the Brighton at Mill Creek ACC before installation. Applications must include site location and types of materials to be used for installation. See Exhibit B 'Request for Project Approval form' for approval specifics.

*(Index Reference G, V, W, BB)*

**3.17 Vegetable and Fruit Gardens.** Vegetable and fruit gardens must be located in the rear of the property and cannot be greater in size than one-fourth the size of the overall rear property. Homeowners may be required to provide natural or manmade screening to minimize the negative impact to adjacent homeowners. Gardens shall not adversely impact or damage neighboring properties in terms of weed growth, unsightliness, adverse drainage, etc. All dead plants and other supporting garden-related items (such as cages, stakes, etc.) must be promptly removed when the garden ceases to be productive for the season.

*(Index Reference J, P)*

**3.18 Motor Vehicle Repairs.** Automobile, motorcycle, motorbike, or other motor vehicle repair, construction or reconstruction, is only permitted inside garages and not permitted outdoors except for emergency repairs that require less than twenty-four (24) to complete. Oils and other fluids must not be permitted to remain or accumulate in driveways or parking areas. In case of a leak, asphalt and/or concrete must be cleaned immediately.

*(Index Reference J, N, BB, HH)*

**3.19 Satellite Dishes.** One (1) satellite dish is permitted on a homeowner's property unless multiple dishes are required to receive proper service, and must follow Exhibit F 'Satellite Dish Guidelines' prior to installation. Any dish or antenna that is in disuse must be removed and properly discarded within sixty (60) days per Exhibit F.

*(Index Reference Y, MM, NN)*

**3.20 Mechanical Equipment.** Newly installed mechanical equipment such as, but not limited to, heat pumps, central air-conditioning units, propane tanks, solar devices, hot tub pumps and similar exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner to minimize noise and safety impacts provided it does not impact its mechanical functions. All components, frames, support brackets along with any visible piping or wiring must be painted to coordinate and blend-in with surrounding structures and landscaping.

*(Index Reference J, T, U)*

**3.21 Solar Energy Systems.** Solar Energy Systems must acquire prior approval from the Brighton at Mill Creek ACC before installation. For specifics on Solar Energy Systems, see Exhibit C 'Solar Energy Systems Policy'.

*(Index Reference N, U, V, Y, LL)*

**3.22 Animals and Pets.** Only animals that are generally recognized as house and yard pets such as domestic dogs and cats are permitted and only then in a reasonable amount, and must not make an unreasonable amount of noise or become a nuisance such as roaming free on other Lots or Common Areas. No, bird, fowl, poultry, livestock or exotic animal are permitted. All owners must comply with governmental regulations including city dog leash, scoop, and cat no roaming ordinances. Owner is responsible for removal and disposal of all solid waste from his/her pet from any Lot or Common Area. All enclosures must be maintained in a clean, neat, and odor free condition at all times. Food dishes are not to be left outside in a manner that will attract animals or pests.

*(Index Reference J, H, K, CC)*

**3.23 Annual Assessments.** Assessments are paid annually and are due no later than January 31st each year. Assessments are delinquent if not received by February 15th, and a late fee of 25% of the balance due will be assessed at that time. In addition, the association shall impose interest of 1% per month on any unpaid balances, beginning thirty (30) days past the original due date. All late fees and interest shall be due and payable immediately, without notice, and shall be the personal obligation of the owner(s) of the lot(s) for which such assessment or installment is unpaid. See Exhibit D 'Collection Policy' for specifics.

*(Index Reference B, C, Y)*

**3.24 Fences.** Fences of privacy or decorative use must not have rotted posts and/or defective or loose boards and panels and posts must remain moss and mildew free. Any sealants, stains, or paints applied must be maintained to cover water stains, peeling or blisters, fading, unevenness, blotching or weathering. It's recommended that fences are sealed with a stain or paint but is not required. All fence colors for sealants, stains, and paints are to be of a natural color and are to be compatible with the exterior of the structures they adjoin. Color of sealants, stains or paints must receive prior approval by the Brighton at Mill Creek ACC before being applied. Fence replacement requires approval from the Brighton at Mill Creek ACC no later than thirty (30) days prior to start of construction. For fence repair or replacement details, see Exhibit E 'Privacy Fence Style Policy'.

A permit from the City of Mill Creek is required for repairs and replacement of a fence.

*(Index Reference K, T, U, V, W, X, Y)*

**3.25 Driveways, Walkways, Stairs, and Other Hardscapes.** Driveways, walkway, stairs, and other hardscapes must remain moss, mildew, dirt, and vegetation free and any damages must be repaired with identical materials and design. Construction or replacement of driveways, walkways, stairs, and other hardscapes require approval from the Brighton at Mill Creek ACC no later than thirty (30) days prior to start of construction. For

specifics on repairs, replacements, or new installations, see Exhibit F 'Driveway Repair/Replacement, Walkways, and Other Hardscapes' policy.

*(Index Reference K, T, U, V, W, X, Y)*

**3.26 Roofs.** Roofs on primary and accessory buildings, including but not limited to sheds and play structures, must be maintained in a clean and moss and mildew free condition. Roof replacements require prior approval from Brighton at Mill Creek ACC thirty (30) days prior to work is to be performed. For details see Exhibit G 'Roofing Replacement Policy'.

*(Index Reference K, T, U, V, W, X, Y)*

**3.27 Yard Maintenance.** Yard landscaping and maintenance, including streets trees and abutting right-of-ways must be kept to maintain a neat and attractive appearance by:

1. Mowing lawns routinely during growing season as needed and kept free of weeds to maintain a neat and attractive appearance and reduce broadcasting of invasive seeds. Dead spots must be repaired on lawn surfaces.
  2. Maintaining lawn edges routinely along sidewalks and other adjoining paved areas to maintain an attractive appearance.
  3. Prompt removal of lawn clippings from sidewalks and driveway to inhibit growth of organics.
  4. Removal of vegetation from cracks in sidewalks and driveways.
  5. Maintaining landscaping beds with well-defined edges that are kept free of weeds and debris.
  6. Removal of weeds to reduce broadcasting of seeds to neighboring Lots, Common Areas, lawn, or other flower beds.
  7. All bushes and trees continually kept trimmed to keep and neat and attractive appearance.
- See Exhibit H 'Street Tree & Right-of-Way Maintenance Guidelines' for homeowner's responsibilities on Street Trees and right-of ways.

*(Index Reference J, P, Q, EE, GG, HH)*

**3.28 Street Trees and Curb Strip.** Grass or other landscaping along the curb strip, area between the street side curb and sidewalk, must be maintained following '3.26 Yard Maintenance' to maintain a neat and healthy appearance and be consistent with surrounding landscaping. Street Trees in the adjacent right-of-way are the responsibility of the homeowners and must follow Exhibit H 'Street Tree & Right-of-Way Maintenance Guidelines'.

*(Index Reference P, EE, GG, HH)*

**3.29 Sidewalk Maintenance.** Homeowners are responsible for keeping sidewalks abutting to their property free of debris or other obstacles that would hinder or interfere with safe and easy pedestrian use. Any organic matter in cracks, voids, or openings in the sidewalk surface are to be promptly removed.

The Association is responsible for maintaining sidewalks and walkways in all Common Areas and tracts.

The City of Mill Creek is responsible for any repair or reconstruction unless such repair or reconstruction is caused by the neglect or abuse of the abutting property owner, in which case the abutting property owner shall be responsible to pay the costs thereof.

*(Index Reference G, DD, EE, FF)*

**3.30 Buffer Areas and 50 foot Tree Cutting Preserves.** Lot Owners who have properties that contain a Property Buffer Area or 50 foot Tree Cutting Preserve as shown on the face of the Plat, as well as tree preservation plans (available online through the City of Mill Creek) are prohibited from cutting or clearing trees within the Property Buffer Areas, or as individually identified, except as may be deemed a danger or are diseased, or may be required for the installation of utilities, and upon the express approval of the City of Mill Creek. Clearing and grubbing of understory vegetation is permissible when replaced with supplemental indigenous planting and sod, and only following approval of the City of Mill Creek.

Homeowners are to contact and receive prior approval from the Brighton at Mill Creek HOA, who will help work with the property owner and the City of Mill Creek if necessary, if any trees or understory vegetation require modification or removal before any work begins.

No debris of any kind is to be deposited in any Buffer Area or 50ft Tree Cutting preserve.

Buffer Areas and 50 Foot Tree Cutting Preserves in the Brighton at Mill Creek Plat are located along Tracts:

1. 991 – Runs along 148th Street Southeast, impacts Lots 68-73
2. 992 – Runs along 35th Avenue, impacts Lots 16-23
3. 993 – Pedestrian walkway between Lots 48 and 49 that leads back to Tract 997
4. 994 – Pedestrian walkway between Lots 32 and 33 that leads back to Brighton Pond and Brighton Pond walkway (Tract 995)
5. 995 – Brighton Pond including walkway that runs around south of Brighton Pond, impacts Lots 33-42
6. 996 – Between Lots 45 and 46
7. 997 – Runs along Lots 48, 49, 53, and 54
8. 998 – Detention pond along 35th Avenue, impacts Lots 23 and 24

*(Index Reference D, E, F, J, OO)*

**3.31 Easements of Enjoyment.** Subject to the restrictions set forth herein, every Owner, for the benefit of their respective Lot, shall have a non-exclusive right and easement of enjoyment in and to the Common Areas throughout BRIGHTON AT MILL CREEK which easement shall be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate the right of use and enjoyment to the easements created herein to the members of his family, his tenants, contract purchasers, invitees and guests.

*(Index Reference C)*

**3.32 Easements.** Lot Owners who have properties that contain easements that are established for installation and maintenance of utilities and drainage are not to construct or place any structure, add planting, or other materials which may damage or interfere with the installation or maintenance of such utilities, or which may change the direction of flow of water through a drainage channel in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements.

*(Index Reference P, OO)*

**3.33 Side Yard Setbacks.** Side yard setbacks are a total of 10 feet with a minimum of 5 feet. Lots that contain an easement in the side yard setbacks are not to construct or place any structure, store items, alter drainage or utility placement or maintenance or construct, place and add any planting or hardscaping that would alter drainage or utility placement or maintenance.

*(Index Reference II, OO)*

**3.34 Common Area Use Restrictions.** Common Areas are to remain with existing natural vegetation with no removal of natural vegetation. No fires are permitted. No buildings or structures are to be built or placed without consent of ninety (90) percent of Lot Owners. No motor vehicles allowed. No dumping of grass, rocks, dirt and or other materials.

*(Index Reference D)*

**3.35 Utilities and Transmission Wires.** No lines or wires for transmission of electric current or for telephone use, cable tv, or fire or police signals or for other purpose's such as but not limited to utilities or transmissions to outbuildings, shall be placed or permitted to be placed upon any lot or tract outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

*(Index OO)*

**3.36 Outdoor Lighting.** Artificial outdoor lighting shall be arranged so that the light is shaded or otherwise directed away from adjoining properties and so that no more than one foot candle of illumination leaves the property boundaries.

*(Index J)*

**3.37 Surface Water Drainage.** No drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public or private road rights-of-way, or to hamper proper road

drainage. Any enclosing of drainage water in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot shall be done by and at the expense of such owner.

Under no circumstances shall any Owner, or their tenants, guests or other occupants, be permitted to deliberately alter the topographic conditions of the Lot in any way that would adversely affect or obstruct the approved and constructed drainage system and surface flows.

*(Index O, OO)*

**3.37 Loud Noise.** Loud noises from any Lot or Common area shall not be permitted to arise or emit from any Lot or Common Area so as to render any such property or portion thereof, or activity thereon, offensive or detrimental to any other property in the vicinity thereof, or to the occupants of such property. No Pets shall be allowed to make an unreasonable amount of noise.

*(Index C, J)*

**3.38 Construction Activity and Remodeling.** Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise be prohibited by the Declaration.

No Structure shall be Constructed or caused to be constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board. Submission of plans for approval must not be less than thirty (30) days before construction or placement is to begin. The Board's approval of any plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims of any nature whatsoever against the Board or any of its Directors, and their heirs, successors and assigns, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

Uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation is in the best interest of each Owner. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

*(Index C, J, S)*

## Section 4. General Provisions


**4.1 Meanings.** Words and phrases used in these Rules shall be given their ordinary meaning unless otherwise provided for herein.

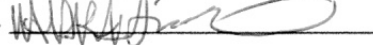
**4.2 Amendments.** These Rules may be amended by the Board of Directors in accordance with Article IV(A) of the Brighton at Mill Creek Articles of Incorporation of the Homeowners' Association and Article VI, Section 1.1, 1.2, and 1.3 of the Brighton at Mill Creek Declaration of the Covenant, Conditions, and Restrictions.

**4.3 Severability of Provisions.** If any clause, phrase, provisions or portion of rules or the application of them to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of these rules nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other permitted persons or circumstances.

Approved:

Date: 12/11/2017

President: 

Secretary: 

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### **Brighton of Mill Creek Declaration of Covenants, Conditions, and Restrictions**

**(Exhibits A, B, C, D, E, F, G, and H can be found online at the Brighton at the Mill Creek HOA website and be requested by the association management)**

#### **(A) Article II, Section 8.1 – Assessments**

Establish and collect regular assessments (and to the extent necessary and permitted hereunder, special assessments to defray expenses attributable to carrying out its duties hereunder and maintain an adequate reserve fund for the maintenance, repair and replacement of the Common Areas, which reserve shall be funded by the above assessments.

#### **(B) Article II, Section 10 – Common Expenses and Assessments**

#### **(C) Article III, Section 1.1 – Easements of Enjoyment**

Subject to the restrictions set forth herein, every Owner, for the benefit of their respective Lot, shall have a non-exclusive right and easement of enjoyment in and to the Common Areas throughout BRIGHTON AT MILL CREEK which easement shall be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate the right of use and enjoyment to the easements created herein to the members of his family, his tenants, contract purchasers, invitees and guests.

#### **(D) Article III, Section 1.2 – Restrictions on Use of Common Areas**

The Common Areas shall remain in existing natural vegetation, except any portions utilized for utility easements, including installation and maintenance and passive recreation as approved by the City of Mill Creek, to protect the Common Areas, and except with regard to utility easements, the following restriction apply to activities within the Common Areas: (1) There shall be no removal of natural vegetation, specifically including trees, except in emergency or dangerous situations subject to the approval of the City of Mill Creek.; (2) There shall be no fires permitted within the Common Areas, except by governmental authorities; (3) There shall be no buildings or structures, whatsoever, placed or constructed within the Common Areas without the prior written consent of ninety percent (90%) of the Lot Owners in BRIGHTON AT MILL CREEK; (4) There shall be no motor vehicles allowed into Common Areas; and (5) the Common Areas shall not be used for dumping of grass, rocks, dirt, and/or other materials. These restrictions are intended to protect the Common Areas and ensure that these areas will serve as a natural, aesthetically pleasing, passive buffer between lots and other adjacent developments, for the mutual benefit of all Owners.

#### **(E) Article III, Section 1.4 – Buffer Areas**

The owners of all Lots containing a Property Buffer Area as shown on the face of the Plat, as well as on approved tree preservation plans on file with the City of Mill Creek, are prohibited from cutting or clearing trees within the Property Buffer Areas, or as individually identified, except as may be deemed a danger or are diseased, or may be required for the installation of utilities, and upon the express approval of the City of Mill Creek. Clearing and grubbing of understory vegetation in the Property Buffer Areas is permissible when replaced with supplemental indigenous planting and sod, and only following approval of the City of Mill Creek.

#### **(F) Article III, Section 1.5 – 50 Foot Tree Cutting Preserves**

Trees designated from preservation within the 50 Foot Tree Cutting Preserves shown on the face of the Plat are prohibited from cutting or clearing, except as may be deemed a danger or are diseased, or may be required for the installation of utilities, and upon the express approval of the City of Mill Creek.

#### **(G) Article III, Section 1.8 – Sidewalks**

The public is granted public access and rights to all Sidewalks and Pedestrian Access Easements constructed within the Plat and or shown on the face of the Plat. It shall be the responsibility of the Association to keep all

paths, sidewalks and trail surfaces clean and free of debris and any organics. The City of Mill Creek shall have the responsibility to repair any structural defects which present a safety hazard only upon written notice from the Association.

**(H) Article IV, Section 1.3.3 – Animals**

No animal, bird, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets (“Pets”), shall be maintained on any Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No Pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. Each Owner shall be responsible for the removal and disposal of all solid animal waste of his Pet from any Lot or the Common Areas.

**(I) Article IV, Section 1.1.5 – Storage Sheds and Outside Storage**

No storage buildings or sheds, whether prefabricated, metal or any other construction whatsoever, whether permanent or temporary, shall be moved, placed, assembled, constructed or otherwise maintained on any Lot unless approved by the Architectural Control Committee.

**(J) Article IV, Section 1.1.6 – Nuisances: Construction Activities: Hazardous Activities**

No rubbish or other debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Areas, and no such odors or loud noises shall be permitted to arise or emit from any Lot so as to render any such property or portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof, or to the occupants of such property. No other nuisance or unsafe or hazardous activity shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to its Owners or occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise be prohibited by the Declaration. No firearms shall be discharged within BRIGHTON AT MILL CREEK and no explosives of any kind shall not be discharged or stored upon any of the Lots or permitted within BRIGHTON AT MILL CREEK. No open fires shall be lighted or permitted on the Lots except in a contained outdoor fireplace or barbecue while attended. Artificial outdoor lighting shall be arranged so that the light is shaded or otherwise directed away from adjoining properties and so that no more than one foot candle of illumination leaves the property boundaries.

**(K) Article IV, Section 1.1.7 – Repair of Structure**

No structure on any Lot shall be permitted to fall into disrepair and each such structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any structure is damaged or destroyed, then such structure shall be immediately repaired and rebuilt or shall be demolished and the debris removed immediately.

**(L) Article IV, Section 1.1.9 – Trash Containers and Collection**

No trash or other debris shall be placed or kept on any Lot, except in standard covered sanitary containers. In no event shall such containers be visible from neighboring property unless they are being made available for collection and then only for a period of time not exceeding fifteen (15) hours, which is deemed to be a reasonable time to effect collection. No outdoor incinerators shall be kept or maintained on any Lot.

**(M) Article IV, Section 1.1.10 – Trucks, Trailers, Recreational Vehicles, Campers, and Boats**

No motor vehicles classed by manufacturer rating as exceeding one ton, recreational vehicle, mobile home, travel trailer, tent trailer, utility trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicles may be parked, maintained, constructed, reconstructed or repaired on any Lot, Common Area, or street within BRIGHTON AT MILL CREEK. Notwithstanding to forgoing, any of the above vehicles may be stored in a garage or behind the building line, providing said vehicles are screened from neighboring property, the street, or Common Areas by a fence in conformity with 1.1.14 of this Section. This subsection shall not apply to cleaning, loading, or unloading and short term parking which shall be permitted for a cumulative period not to exceed seventy-two (72) hours in any calendar month.

**(N) Article IV, Section 1.1.11 – Motor Vehicles**

No automobiles, motorcycle, motorbike, or other motor vehicle shall be constructed, reconstructed, repaired or rebuilt upon any Lot, Common Areas or street within BRIGHTON AT MILL CREEK, and no inoperable or unlicensed vehicle may be stored or parked so as to be visible from neighboring property, Common Areas or streets; provided, however, that this Subsection shall not apply to emergency vehicle repairs which (i) require less than twenty four (24) hours to complete; and (ii) vehicles parked in garages which are not visible from neighboring property, Common Areas, or streets.

**(O) Article IV, Section 1.1.13 – Unnatural Drainage**

Under no circumstances shall any Owner, or their tenants, guests or other occupants, be permitted to deliberately alter the topographic conditions of the Lot in any way that would adversely affect or obstruct the approved and constructed drainage system and surface flows.

**(P) Article IV, Section 1.1.15 – Landscaping**

Within one hundred eighty (180) days after the issuance of an occupancy permit for a residential structure, the Owner shall substantially complete all landscaping of the Lot. Landscaping shall emphasize plantings and other features which will complement and enhance the native, existing character of BRIGHTON AT MILL CREEK. Each Owner shall ensure that the landscaping on their Lot is maintained to provide a neat and attractive appearance.

**(Q) Article IV, Section 1.1.16 – Easements**

Within the final Plat for BRIGHTON AT MILL CREEK, easements are established for installation and maintenance of utilities and drainage. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such utilities, or which may change the direction or flow of water through a drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

**(R) Article IV, Section 1.1.17 – Signs**

No signs whatsoever which are visible from neighboring property shall be erected or maintained on any Lot or Common Area except:

- i. Signs required by legal proceedings, and then the sign shall not exceed 18” by 24”, unless mandated by Court or Washington law;
- ii. One “For Sale” or “For Rent” sign not exceeding six (6) square feet in area, which shall be removed promptly upon sale or rental of the residence; and
- iii. Promotional and sales signs of the original builder and listing realty agency associated with the initial sale of a residence within BRIGHTON AT MILL CREEK.
- iv. “Temporary Signs” for political advertising, yard sales, garage sales, etc. which shall not exceed four (4) square feet in size nor be in place for longer than 60 days.

**(S) Article IV, Section 1.1.18 – Completion of Construction**

No Structure shall be Constructed or caused to be constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board. The Board’s approval of any plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims of any nature whatsoever against the Board or any of its Directors, and their heirs, successors and assigns, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

**(T) Article IV, Section 1.1.19 – Uniformity of Use and Appearance**

One of the purposes of the Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interest of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

**(U) Article V, Section 1.2 – Exterior Finish**

The Exterior of all structures shall be designed, built and maintained in such a manner to blend with the natural surroundings and existing structures within the BRIGHTON AT MILL CREEK. Siding shall be a solid wood product or approved wood by-product. No plywood siding shall be used except for detail work and only when compatible with surrounding structures. All exterior paints shall be consistent with surrounding structures.

No primary, reflective, or fluorescent colors shall be utilized in any way on any structure. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and accessory buildings, if allowed, shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. All structures shall be completed as to exterior appearances, including finish painting within nine (9) months from the start date of construction, such shall be defined, for purposes hereof as the date the foundation is poured, except in the event of acts of God beyond the control of the builder.

**(V) Article V, Section 1.3 – Criteria**

The Architectural Control Committee shall consider the following criteria in approving or rejecting the plans submitted to it:

- i. The harmony of the external design, color, and appearance of the proposal in relation to the surrounding neighborhood.
- ii. The location of the proposal on the lot in regards to slopes, soil conditions, existing trees and vegetation, roads and services, and existing buildings.
- iii. The compliance of the proposal with the covenants contained in this Declaration.

**(W) Article V, Section 1.4 – Procedure**

The Architectural Control Committee shall approve or reject the plans submitted to it within thirty (30) days from the date of the submission of the plans to the Chairman of the Committee unless the person submitting the plans consents to an extension of time for a decision. If the committee does not issue a decision within thirty (30) days from the date of the submission of the plans for the proposal, the plans shall be deemed to be approved. The committee shall have the right to reject, for any reason whatsoever, any proposal which it decides is not suitable or desirable. The committee's decision shall be in writing and if a proposal is not approved, the decision shall have the right to approve a proposal subject to compliance with conditions established by the committee.

**(X) Article V, Section 1.5 – No Liability**

The members of the Architectural Control Committee shall have no personal liability for any action by or the decision of the committee. By acceptance of a deed to any property within the plat of BRIGHTON AT MILL CREEK, the owner of that property agrees and covenants not to maintain any action against any member of the Architectural Control Committee which seeks to hold that member personally or individually liable for damages relating to or caused by any action of or decision by the Committee.

**(Y) Article VI, Section 1.3 – Authorization to Amend**

If Declarant, at its option, determines that it is necessary so to amend the Declaration, the Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or

amendments and agree that said amendment or amendments shall be binding and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

## **City of Mill Creek Municipal Code**

### **(Z) 5.12.100 – Sale, use and discharge of common fireworks prohibited**

- A. No common fireworks shall be sold, used or discharged within the city of Mill Creek at any time.
- B. No common fireworks shall be sold, used or discharged within the city of Mill Creek on December 31, 1995, or January 1, 1996, or on any subsequent December 31st or January 1st of any subsequent year.
- C. Violation of this section shall constitute a gross misdemeanor, and shall be punishable by a fine not to exceed \$5,000, or imprisonment not to exceed one year (365 days), or both such fine and imprisonment.

### **(AA) 10.12.120 – Parking over 24 hours prohibited**

No person shall stop, stand, park or store any vehicle at any location upon any street or public way for a period exceeding 24 consecutive hours. In addition to any other penalty established by this chapter, any vehicle violating this provision shall be deemed an unauthorized vehicle and may be impounded pursuant to this chapter.

### **(BB) 10.12.130 – Storage on streets or public ways prohibited**

No person shall stand, park, store, place or allow any thing, excluding motorized vehicles, upon any street or public way. This prohibition shall not apply to trailers when mounted on or attached to a vehicle. In addition to any other penalty established by this chapter, any thing violating this section shall be deemed an unauthorized vehicle and may be impounded pursuant to this chapter.

### **(CC) 10.12.180 B – Large vehicles restricted**

No person shall stop, stand, park or store any large vehicle upon any street between the hours of 2:00 a.m. and 5:00 a.m. unless such person notifies the department in advance and obtains a permit from the department for such parking. In addition to any other penalty established by this chapter, any vehicle violating this provision shall be deemed an unauthorized vehicle and may be impounded pursuant to this chapter.

### **(DD) 12.06.040 – Sidewalk maintenance standards**

Sidewalks and adjacent areas shall be maintained by abutting property owners in the following manner:

- A. No motorized vehicles, trailers, stockpiled materials or objects shall be parked, placed or stored on the curb, planting strip, or sidewalk.
- B. The full width of the sidewalk along the entire length of the abutting property shall be kept clear of snow, ice, dirt, debris, leaf accumulations, and any other obstacles or obstructions that would hinder or interfere with safe and easy pedestrian use.
- C. Plant material such as grass or weeds shall be promptly removed from cracks, voids or openings in the sidewalk surface. (Ord. 2010-710 § 2 (Exh. B))

### **(EE) 12.06.050 – Duty to reconstruct or repair sidewalks**

The city shall be responsible for repairs or reconstruction of sidewalks unless such repair or reconstruction is caused by the neglect or abuse of the abutting property owner, in which case the abutting property owner shall be responsible to pay the costs thereof. Neglect or abuse includes but is not limited to driving or allowing heavy vehicles on the sidewalk. (Ord. 2010-710 § 2 (Exh. B))

**(FF) 12.06.060 – Duty to maintain landscaping in public right-of-way**

All landscaped and open space areas in the public right-of-way (i.e., typically between the curb or pavement edge and back of sidewalk) shall be maintained by the abutting property owner and shall be:

- A. Kept free of litter, debris, intrusive vegetation, weeds and obstructions.
- B. Maintained in a clean, neat, orderly fashion.
- C. Maintained consistent with design review board and other approved landscape plans, if applicable.
- D. Maintained so that all trees, plants, shrubs and vegetation are continually trimmed and do not intrude into or overhang any portion of (1) the sidewalk to a height of seven feet above the sidewalk surface, and (2) the road to a height of 14 feet above the road surface.
- E. Maintained so that trees, plants, shrubs and vegetation are continually trimmed and (1) do not obstruct or obscure any traffic control device, and (2) do not intrude into a three-foot radius around any fire hydrant above a height of six inches from the ground surface.

**(GG) 15.06.020 – Outdoor burning prohibited**

All outdoor burning within the city is prohibited with the exception of recreational fires as defined in MCMC 15.06.010.

Subject to the exemptions set forth in this chapter, it shall be unlawful for any person to cause or allow any outdoor fire within the city of Mill Creek and any such outdoor fire is hereby declared a public nuisance.

**(HH) 15.14.230 A – Discharge of polluting matter prohibited**

No person shall discharge, directly or indirectly, any organic or inorganic matter into the stormwater system that may cause or tend to cause pollution. Without limiting the foregoing, the following materials shall be deemed to be pollutants when the discharge of such material causes or results in pollution:

1. Petroleum products, including but not limited to oil, gasoline, grease, fuel oil and heating oil.
2. Trash or debris.
3. Pet wastes.
4. Chemicals.
5. Paints.
6. Steam cleaning wastes.
7. Washing of fresh concrete for cleaning and/or finishing purposes or to expose aggregates.
8. Laundry wastes.
9. Soaps and detergents.
10. Pesticides, herbicides, or fertilizers.
11. Sanitary sewage.
12. Heated water from pools, spas, etc.
13. Chlorinated water or chlorine.
14. Degreasers and/or solvents.
15. Tree bark and other fibrous material or ground cover.
16. Antifreeze or other automotive products.
17. Lawn clippings, leaves, or branches.
18. Animal carcasses.
19. Sediment, silt, sand, etc.
20. Acids or alkalis.
21. Recreational vehicle wastes.
22. Dyes.
23. Construction materials.

**(II) 17.22.030 – Yard setbacks**

A. No yard setback shall be reduced in size or area below the minimum dimensions required by this title except:

1. As permitted through the variance process in Chapter 17.30 MCMC;
2. Under the provisions of subsection C of this section;
3. Through approval of a permitted modification as a component of a planned area development in accordance with MCMC Title 16; or
4. As allowed by MCMC 17.22.040(F) or 17.22.050.

B. No portion of any principal building or structure over 30 inches above the finished grade shall extend into a required yard setback except as specifically provided elsewhere in this title. Eaves, bay windows, chimneys, flue chases, and the like may extend a maximum of 18 inches into a required yard setback.

C. Yard setback requirements may be reduced by the director up to 50 percent of the required dimensions if necessary for the reasonable use of the property, and upon a showing of unusual circumstances because of topography, vegetation or irregular lot shape.

**(JJ) 17.22.050 – Accessory buildings**

- A. No accessory building shall be located in any front yard setback area.
- B. No accessory building shall be located closer than five feet to any lot line.
- C. No accessory building shall have a gross floor area greater than 600 square feet.
- D. No accessory building housing livestock or for storage of malodorous substances shall be located within 40 feet of a lot line or principal building.
- E. The allowable height for accessory buildings is 15 feet for single-story structures and 25 feet for two-story structures. (Ord. 2009-702 § 2 (Exh. C); Ord. 2005-609 § 2)

**State of Washington RCW and Federal Communications Commission (FCC)**

**(KK) 64.38.034 – Political yard signs – Governing Documents**

- (1) The governing documents may not prohibit the outdoor display of political yard signs by an owner or resident on the owner's or resident's property before any primary or general election. The governing documents may include reasonable rules and regulations regarding the placement and manner of display of political yard signs.
- (2) This section applies retroactively to any governing documents in effect on July 24, 2005. Any provision in a governing document in effect on July 24, 2005, that is inconsistent with this section is void and unenforceable.

**(LL) 64.38.055 – Solar panels – Governing Documents**

- (1) The governing documents may not prohibit the installation of a solar energy panel by an owner or resident on the owner's or resident's property as long as the solar energy panel:
  - (a) Meets applicable health and safety standards and requirements imposed by state and local permitting authorities;
  - (b) If used to heat water, is certified by the solar rating certification corporation or another nationally recognized certification agency. Certification must be for the solar energy panel and for installation; and
  - (c) If used to produce electricity, meets all applicable safety and performance standards established by the national electric code, the institute of electrical and electronics engineers, accredited testing laboratories, such as underwriters laboratories, and, where applicable, rules of the utilities and transportation commission regarding safety and reliability.
- (2) The governing documents may:
  - (a) Prohibit the visibility of any part of a roof-mounted solar energy panel above the roofline;
  - (b) Permit the attachment of a solar energy panel to the slope of a roof facing a street only if:
    - (i) The solar energy panel conforms to the slope of the roof; and
    - (ii) The top edge of the solar energy panel is parallel to the roof ridge; or
  - (c) Require:
    - (i) A solar energy panel frame, a support bracket, or any visible piping or wiring to be painted to coordinate with the roofing material;
    - (ii) An owner or resident to shield a ground-mounted solar energy panel if shielding the panel does not prohibit economic installation of the solar energy panel or degrade the operational performance quality of the solar energy panel by more than ten percent; or

(iii) Owners or residents who install solar energy panels to indemnify or reimburse the association or its members for loss or damage caused by the installation, maintenance, or use of a solar energy panel.

(3) The governing documents may include other reasonable rules regarding the placement and manner of a solar energy panel.

(4) For purposes of this section, "solar energy panel" means a panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source, including a panel device or system or combination of panel devices or systems that collects sunlight for use in:

(a) The heating or cooling of a structure or building;

(b) The heating or pumping of water;

(c) Industrial, commercial, or agricultural processes; or

(d) The generation of electricity.

(5) This section does not apply to common areas as defined in RCW 64.38.010.

(6) This section applies retroactively to a governing document in effect on July 26, 2009. A provision in a governing document in effect on July 26, 2009, that is inconsistent with this section is void and unenforceable.

#### **(MM) 47 C.F.R. Section 1.4000 – FCC Over-the-Air Reception Devices Rule**

The FCC rules for Over-the-Air-Reception Devices – OTARD – protect a property owner or tenant's right to install, maintain or use an antenna to receive video programming from direct broadcast satellites, broadband radio services and television broadcast stations. OTARD rules also apply to rental property where the renter has exclusive use of an area, and to customer-end antennas that receive and transmit fixed wireless signals. There are exceptions to OTARD rules, including provisions for safety and preservation of historic areas. The following antennas or dishes are covered by these rules:

A dish antenna one meter or less in diameter (or any size dish if located in Alaska), designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

An antenna that is one meter or less in diameter and is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite.

An antenna that is designed to receive local television broadcast signals.

Antennas used for AM/FM radio, amateur ("ham") radio, CB radio, Digital Audio Radio Services or antennas used as part of a hub to relay signals among multiple locations are not covered by these rules.

What types of properties are covered?

Under the OTARD rules, an owner or a tenant has the right to install an antenna on property that he owns or over which he has exclusive use or control. This includes single family homes, condominiums, cooperatives, townhomes and manufactured homes.

OTARD rules do not apply to common areas that are owned by a landlord, a community association or jointly by condominium owners. These common areas may include the roof or exterior walls of a multiple dwelling unit. Under certain conditions, if a common antenna is available for use by residents, then the community association or landlord may prohibit the installation of an individually-owned antenna or satellite dish, provided the signal quality from the central antenna is as good as the signal quality from an individually-owned antenna or dish, and the costs of using the central antenna are no greater than the costs of an individually-owned antenna or dish.

What kinds of restrictions are prohibited?

Restrictions that prevent or delay installation, maintenance or use of antennas covered by the rule are prohibited. For example, in most cases, requirements to get approval before installing an antenna are prohibited.

What kinds of restrictions are permitted?

Restrictions necessary to prevent damage to leased property are permissible, as long as the restrictions are reasonable. For example, a lease restriction that forbids tenants from damaging the balcony floor when installing an antenna is likely to be permissible.

An association, landlord or local government may impose certain restrictions when safety is a concern or where a historic site is involved. An example of a permissible safety restriction would be requiring that an antenna is securely fastened down so that it will not be blown loose. Safety restrictions must be narrowly written so that they are no more burdensome than necessary to address a legitimate safety purpose.

If there is a conflict about a restriction's validity, the association, landlord or local government trying to enforce the restriction must prove it is valid. This means that no matter who questions the validity of the restriction, the person or entity trying to enforce the restriction must prove that the rule is legitimate.

### **(NN) FCC Over-the-Air Reception Devices Rule Online FAQ**

Q: I'm a board member of a homeowners' association and we want to revise our restrictions so that they will comply with the FCC rule. Do you have guidelines you can send me?

A: The Commission does not have sample guidelines because every community is different. We can provide you the rule and the relevant orders, which will give you general guidance. Some communities have written restrictions that provide a prioritized list of placement preferences so that residents can see where the association wants them to install the antenna. The residents should comply with the placement preferences provided the preferred placement does not impose unreasonable delay or expense or preclude reception of an acceptable quality signal.

Q: Can a restriction limit the number of antennas that may be installed at a particular location?

A: The Commission's rule covers the antennas necessary to receive service. Therefore, a local rule may not, for example, allow only one antenna if more than one antenna is necessary to receive the desired service.

BRIGHTON AT MILL CREEK	
AN ALTERATION OF A POR. OF LOTS 1 THROUGH 8, PENNY CREEK, VOL. 45, PG. 47	
SW1/4 & SE1/4, SEC. 32, TWP. 28 N., R. 5 E., W.M.	
CITY OF MILL CREEK	
SNOHOMISH COUNTY, WASHINGTON	
<b>LEGAL DESCRIPTION</b>	
THIS PLAT OF BRIGHTON AT MILL CREEK EMBRACES THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, AND THE PLAT OF PENNEY CREEK ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 45 OF PLATS, PAGE 247, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 88°12'18" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 70.01 FEET TO THE SOUTH EAST CORNER OF SAID PLAT OF PENNEY CREEK AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°12'18" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1297.30 FEET TO THE WEST LINE OF SAID PLAT AND THE EAST LINE OF THE PLAT OF MILL CREEK 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN VOLUME 37 OF PLATS, PAGES 201 THROUGH 203, RECORDS OF SAID COUNTY; THENCE NORTH 1°11'48" EAST (NORTH 1°11'39" EAST PLAT) ALONG SAID EAST LINE, A DISTANCE OF 653.34 FEET, TO AN ANGLE POINT IN SAID EAST LINE; THENCE, NORTH 88°13'33" WEST (NORTH 88°13'33" WEST PLAT), CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 331.66 FEET (331.65 FEET PLAT) TO AN ANGLE POINT IN SAID EAST LINE; THENCE NORTH 1°12'41" EAST (NORTH 1°12'30" EAST PLAT) ALONG SAID EAST LINE AND ITS NORTHERLY PROLONGATION, 684.55 FEET TO THE SOUTH LINE OF THE PLAT OF RHOD-A-ZEELE GARDENS DIVISION I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN VOLUME 57 OF PLATS, PAGES 63 THROUGH 71, RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PLAT, THE FOLLOWING COURSES AND DISTANCES:	
SOUTH 51°43'58" EAST 13.28 FEET, (SOUTH 52°22'35" EAST PLAT), SOUTH 78°56'29" EAST 327.86 FEET, (SOUTH 78°56'28" EAST 328.04 FEET PLAT), NORTH 1°11'48" EAST 40.85 FEET, (NORTH 1°11'39" EAST 40.87 FEET PLAT), SOUTH 88°14'45" EAST 1295.96 FEET (SOUTH 88°14'44" EAST PLAT TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SAID SECTION 32); THENCE SOUTH 1°09'17" WEST ALONG SAID WEST LINE A DISTANCE OF 703.80 FEET; THENCE NORTH 88°13'30" WEST A DISTANCE OF 633.34 FEET; THENCE SOUTH 1°10'05" WEST 276.78 FEET TO THE NORTH LINE OF SAID PLAT OF PENNEY CREEK; THENCE SOUTH 88°12'54" EAST ALONG SAID NORTH LINE A DISTANCE OF 593.48 FEET; TO THE EAST LINE SAID PLAT AND THE WEST LINE OF THE EAST 70.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 1°08'17" WEST ALONG SAID LINE 326.90 FEET TO THE POINT OF BEGINNING.	
<b>APPROVALS</b>	
I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CONDITIONS SET FORTH BY THE MILL CREEK CITY COUNCIL, AND IS DULY APPROVED THIS 27th DAY OF <u>March</u> , 19 <u>96</u> .	
MAYOR, CITY OF MILL CREEK	
ATTEST: CITY CLERK	
EXAMINED AND APPROVED THIS 1st DAY OF <u>MARCH</u> , 19 <u>96</u> .	
MILL CREEK CITY ENGINEER	
EXAMINED AND APPROVED THIS 1st DAY OF <u>MARCH</u> , 19 <u>96</u> .	
DIRECTOR OF COMMUNITY DEVELOPMENT	
<b>CITY TREASURER'S CERTIFICATE</b>	
I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND THAT ALL SPECIAL ASSESSMENTS ON ANY PROPERTY HEREIN CONTAINED AS DEDICATED STREETS, ALLEYS OR FOR OTHER PUBLIC PURPOSES, ARE PAID IN FULL THIS 27th DAY OF <u>March</u> , 19 <u>96</u> .	
TREASURER, CITY OF MILL CREEK	
<b>OWNER'S COVENANT</b>	
THE OWNER RELEASES, INDEMNIFIES AND HOLDS THE CITY OF MILL CREEK HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES OR INJUNCTIVE RELIEF OF WHATEVER NATURE FROM CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS THROUGHOUT THE TERM OF THE OWNER'S MAINTENANCE OBLIGATION AS DESCRIBED IN CHAPTER 16 OF THE MILL CREEK MUNICIPAL CODE.	
<b>TREASURER'S CERTIFICATE</b>	
I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 1994 TAXES.	
TREASURER, SNOHOMISH COUNTY	
DEPUTY TREASURER	
<b>LAND SURVEYOR'S CERTIFICATE</b>	
I hereby certify that this plat of Brighton at Mill Creek is based upon an actual survey and subdivision of Sec. 32, Twp. 28 N., Range 5 E., W.M. as required by state statute; that the angles, courses and distances are shown correctly thereon; that the monuments shall be set and the lot and tract corners shall be marked correctly on the ground and that I have fully complied with the provisions of the state and local statutes and regulations governing platting.	
LAND SURVEYOR	
<b>EASEMENT PROVISIONS</b>	
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MILL CREEK, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, ALDERWOOD WATER DISTRICT, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., WASHINGTON NATURAL GAS, VIACOM CABLEVISION, AND ANY OTHER UTILITIES SERVING THE SUBJECT PLAT, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS AND FIVE (5) FEET IN-WIDTH PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT AND TRACT LINES IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH STORM DRAINAGE SERVICE, ELECTRIC SERVICE, WATER SERVICE, SANITARY SEWER SERVICE, TELEPHONE SERVICE, GAS SERVICE, CABLE COMMUNICATION SERVICE, AND ANY OTHER UTILITY WHICH IS REASONABLE AND NECESSARY FOR A RESIDENTIAL SUBDIVISION. FURTHERMORE, THE TEN FOOT STRIP MAY BE UTILIZED BY THE CITY FOR NECESSARY ROADWAY SLOPES FOR CUTS AND/OR FILLS. SAID BENEFICIARIES SHALL BE UNDER AN OBLIGATION TO PROVIDE WRITTEN NOTICE OF INSTALLATION OF UTILITIES IN AN EASEMENT AREA TO THE OWNERS OF THE PROPERTIES TO BE AFFECTED.	
THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE TO SERVICE AND MAINTAIN ALL DRAINAGE FACILITIES LOCATED ON ANY DRAINAGE EASEMENT AND WITHIN TRACTS 992, 995, 997 AND 998. THE CITY SHALL RESERVE THE RIGHT TO OBLIGATE THE ASSOCIATION TO PERFORM ANY NEEDED SERVICE AND MAINTENANCE ON THESE DRAINAGE FACILITIES NECESSARY TO INSURE THAT THE DRAINAGE FACILITIES ARE OPERATING PROPERLY. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION TO REIMBURSE THE CITY FOR ANY SERVICE AND MAINTENANCE COSTS INCURRED.	
A PUBLIC PEDESTRIAN ACCESS EASEMENT ACROSS ALL TRACTS EXCEPT TRACT 999 AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MILL CREEK. IT SHALL BE THE RESPONSIBILITY OF THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION TO KEEP ALL SIDEWALK SURFACES CLEAN AND FREE OF DEBRIS AND ANY OBSTACLES. THE CITY SHALL HAVE THE RESPONSIBILITY TO REPAIR ANY STRUCTURAL DEFECTS WHICH PRESENT A SAFETY HAZARD.	
NO FENCE OR OBSTRUCTION SHALL BE CONSTRUCTED BETWEEN THE EDGE OF THE RIGHT-OF-WAY AND THE WATER METER WHICH RESTRICTS ACCESS BY ALDERWOOD WATER DISTRICT.	
THE WATER AND SEWER EASEMENTS HEREBY RESERVED FOR AND GRANTED TO ALDERWOOD WATER DISTRICT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REMOVING, REPAIRING AND REPLACING TOGETHER WITH ALL CONNECTIONS AND APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE. ALL EASEMENTS SHALL BE FREE FROM ALL PERMANENT STRUCTURES, E.G. COVERED PARKING, DECKS, OVERHANGS, FOUNDATIONS, SHEDS, ETC.	
<b>DEDICATION</b>	
KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN FEE SIMPLE, AND MORTGAGEE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER TRACT 999 DESIGNATED AS CITY PARK, ALL ROADS, DRIVES, PLACES AND EASEMENTS OR WHATEVER PROPERTY SHOWN HEREON FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ANY NECESSARY SLOPES FOR CUTS AND FILLS, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS, DRIVES AND PLACES OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF THE ROADS, DRIVES AND PLACES SHOWN HEREON.	
BY THE EXECUTION OF THIS DECLARATION, THE UNDERSIGNED HEREBY SUPERCEDES AND REPLACES ALL EASEMENTS CREATED BY THE PLAT OF PENNEY CREEK AS PER PLAT RECORDED IN VOLUME 45 OF PLATS, PAGE 47, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, EXCEPT FOR THOSE PERTAINING TO DRAINAGE IN TRACT 999 OF THIS PLAT.	
STAFFORD CONSTRUCTION, INC., IN DEDICATING THIS PLAT OF BRIGHTON AT MILL CREEK, HAS DESIGNATED TRACTS 991 AND 992 AS TREE CUTTING PRESERVE/ROADWAY BUFFER, TRACTS 993 AND 994 AS COMMON OPEN SPACE/PEDESTRIAN WALKWAY, TRACTS 995, 996 AND 997 AS COMMON OPEN SPACE/NETLAND, AND TRACT 998 AS STORMWATER DETENTION FACILITIES.	
THESE TRACTS SO DESIGNATED ARE HEREBY DEEDED TO THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION, AS MORE FULLY PROVIDED IN THE ARTICLES OF INCORPORATION OF THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION, BYLAWS OF THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTON AT MILL CREEK, APPLICABLE HERETO AND RECORDED UNDER AUDITOR'S FILE NUMBER 9603045001, 9603045002, AND 9603045003, RESPECTIVELY, ALL IN THE RECORDS OF SNOHOMISH COUNTY, WASHINGTON, WHICH DOCUMENTS ARE HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.	
IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 27th DAY OF <u>March</u> , 19 <u>96</u> .	
STAFFORD CONSTRUCTION, INC. a Washington Corporation	
BY: <u>Kevin Stagg</u> TITLE: <u>C.E.O.</u>	
A.C. BUILDERS HOMES, INC. a Washington Corporation	
BY: <u>James Chubb-Delton</u> TITLE: <u>Vice President</u>	
SEATTLE-FIRST NATIONAL BANK, a National Banking Association	
BY: <u>Johnnie</u> TITLE: <u>Vice President</u>	
As Escrow Party and Not as Owner	
INDEXING DATA:	
SW1/4 & SE1/4, SEC. 32, T. 28 N., R. 5 E., W.M.	
GROUP FOUR, Inc.	
16030 PUANTIA-WOODINVILLE WAY NE	
BUTTE, WASHINGTON 98012	
(206) 775-6881 • (206) 328-4244 • FAX (206) 328-3819	
SUPPORT ENGINEERING PLANNING SURVEYING	
JOB NO.: 95-8013 DATE: 10/10/95 SHEET: 1 OF 7	
AUDITOR'S FILE NO.: 9603045001	

# **BRIGHTON AT MILL CREEK** AN ALTERATION OF A POR. OF LOTS 1 THROUGH 5, PENNY CREEK, VOL. 45, PG. 47 SW1/4 & SE1/4, SE1/4 SEC. 32, TWP. 28 N., R. 5 E., W.M. CITY OF MILL CREEK SNOHOMISH COUNTY, WASHINGTON

## **ACKNOWLEDGMENTS**

STATE OF Washington SS  
 COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT AND STAFFED IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF A.C. BUILDERS HOMES, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.



DATED: 2/26/98  
 SIGNATURE: [Signature]  
 PRINT NOTARY NAME: JAMES C. ADAMS  
 MY APPOINTMENT EXPIRES: 12/31/98

STATE OF Washington SS  
 COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TERESA CHAMBERLAIN-LITTLE IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF A.C. BUILDERS HOMES, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.



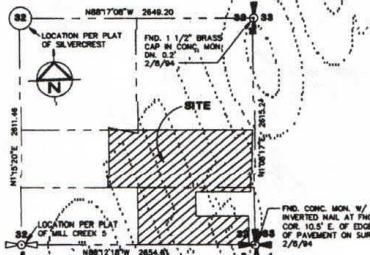
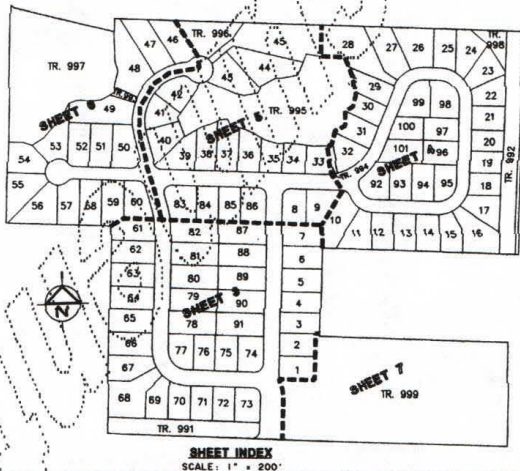
DATED: February 20, 1998  
 SIGNATURE: [Signature]  
 PRINT NOTARY NAME: JULIE M. HOLMES  
 MY APPOINTMENT EXPIRES: 09-01-98

STATE OF Washington SS  
 COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GARY A. MACE IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF SEATTLE-FIRST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.



DATED: 2/26/98  
 SIGNATURE: [Signature]  
 PRINT NOTARY NAME: JAMES C. ADAMS  
 MY APPOINTMENT EXPIRES: 12/31/98



BASIS OF BEARINGS & SUBDIVISION, RECORD OF SURVEY VOL. 1, PGS. 167-172  
 INSTRUMENT DATA: TOCOM GTS TOTAL STATION (6" DIRECT READING THEODOLITE WITH E.D.M.)  
 PRECISION OF CONTROL TRAVERSE IS AT HIGHER LEVEL THAN MINIMUM STANDARDS REQUIRED BY WAC 332-130-090.

## **RESTRICTIONS**

NO LOT OR PORTION OF ANY LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR REBID, OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL CONTAIN LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED. NO FURTHER SUBDIVISION OF ANY LOT SHALL BE ALLOWED WITHOUT SUBMITTING FOR FORMAL PLAT PROCEDURE.

NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC OR PRIVATE ROAD RIGHTS-OF-WAY OR TO HAMPER PROPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATER IN CULVERTS OR DRAINS OR ROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CABLE TV, OR FIRE OR POLICE SIGNALS OR FOR OTHER PURPOSES, SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT OUTSIDE THE BUILDINGS THEREON UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO THE BUILDING.

THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION IS PROHIBITED FROM CUTTING OR CLEARING TREES IN ALL TRACTS AS SHOWN ON THIS PLAT, EXCEPT AS MAY BE DEEMED A DANGER AND/OR AS MAY BECOME DISEASED, OR AS CUTTING OR CLEARING MAY BE REQUIRED FOR THE INSTALLATION OR MAINTENANCE OF UTILITIES UPON EXPRESS APPROVAL BY THE CITY OF MILL CREEK.

THE OWNERS OF ALL LOTS CONTAINING PROPERTY BUFFERS (LOTS 24, 25, 26, 27, 28, 45, 46, 47, 48, 54, 55, 56, 57, 58, 59, 61, 62, 63, 64, 65, 66, 67 AND 68) AS SHOWN ON THE FACE OF THE PLAT, OR WITH TREES IDENTIFIED ON APPROVED TREE RETENTION PLANS ON FILE WITH THE CITY OF MILL CREEK, ARE PROHIBITED FROM CUTTING OR CLEARING TREES IN SAID BUFFERS OR AS INDIVIDUALLY IDENTIFIED ON TREE RETENTION PLANS, EXCEPT AS MAY BE DEEMED A DANGER OR ARE DISEASED, OR MAY BE REQUIRED FOR THE INSTALLATION OF UTILITIES, AND UPON THE EXPRESS APPROVAL OF THE CITY OF MILL CREEK.

SIDEYARD SETBACKS ARE A TOTAL OF 10 FEET AND A MINIMUM OF 5 FEET. TREES DESIGNATED FOR PRESERVATION THAT ARE DAMAGED OR REMOVED SHALL BE REPLACED AT A RATIO OF 3:1. THE REPLACEMENT TREES SHALL BE A CONIFEROUS SPECIES AND HAVE A MINIMUM HEIGHT AT PLANTING OF 12 FEET. IN ADDITION, A PENALTY OF \$1,000.00 PER TREE MAY BE ASSESSED FOR ANY TREES THAT ARE REMOVED OR DESTROYED WITHOUT THE APPROVAL OF THE CITY OF MILL CREEK.

THIS PLAT SHALL COMPLY WITH THE CONDITIONS OF APPROVAL SET FORTH IN RESOLUTION NO. 95-197 OF THE MILL CREEK CITY COUNCIL ADOPTED ON

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN "ARTICLES OF THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION", RECORDED UNDER AUDITOR'S FILE NO. 960304753, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN "BY-LAWS OF THE BRIGHTON AT MILL CREEK HOMEOWNER'S ASSOCIATION", RECORDED UNDER AUDITOR'S FILE NO. 960304753, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

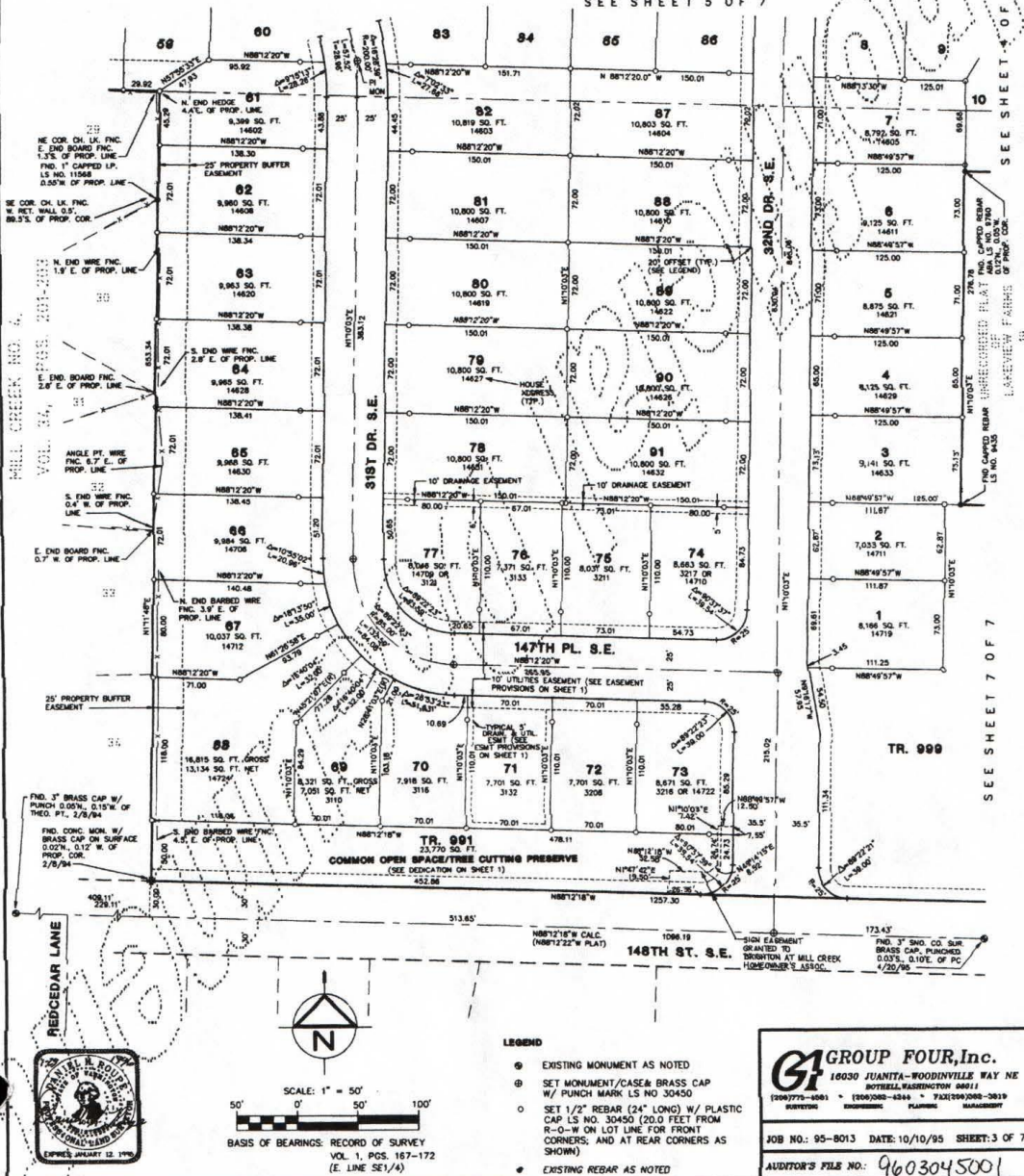
SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTON AT MILL CREEK", RECORDED UNDER AUDITOR'S FILE NO. 960304753, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

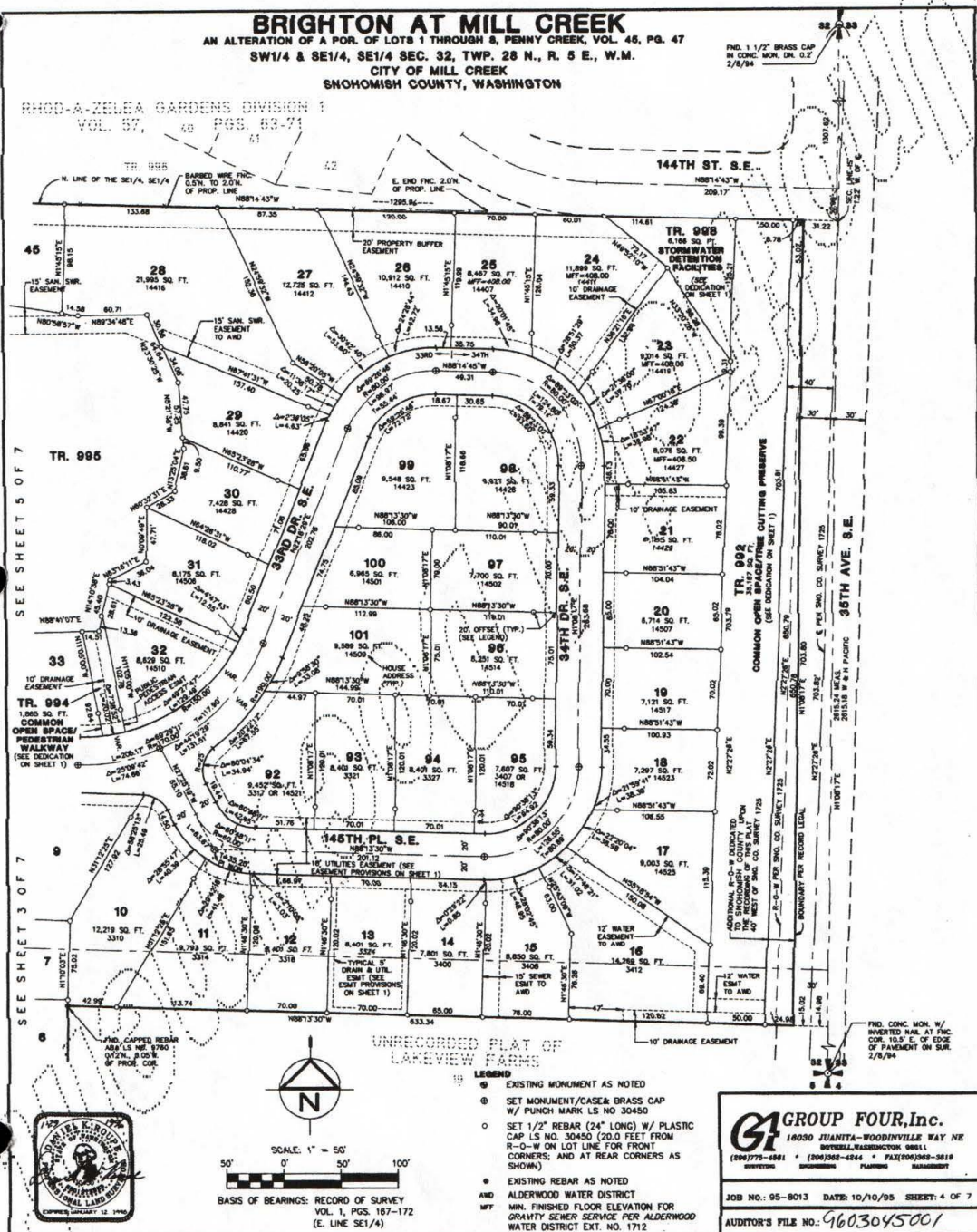


**G1 GROUP FOUR, Inc.**  
 16030 JUANITA-WOODINVILLE WAY NE  
 BOTHELL, WASHINGTON 98011  
 (206) 778-6881 • (206) 782-6864 • FAX (206) 782-0819  
 JOB NO.: 95-8013 DATE: 10/10/95 SHEET: 2 OF 7  
 AUDITOR'S FILE NO.: 96030475001

**BRIGHTON AT MILL CREEK**  
 AN ALTERATION OF A POR. OF LOTS 1 THROUGH 8, PENNY CREEK, VOL. 48, PG. 47  
 SW1/4 & SE1/4, SE1/4 SEC. 32, TWP. 28 N., R. 5 E., W.M.  
 CITY OF MILL CREEK  
 SNOHOMISH COUNTY, WASHINGTON

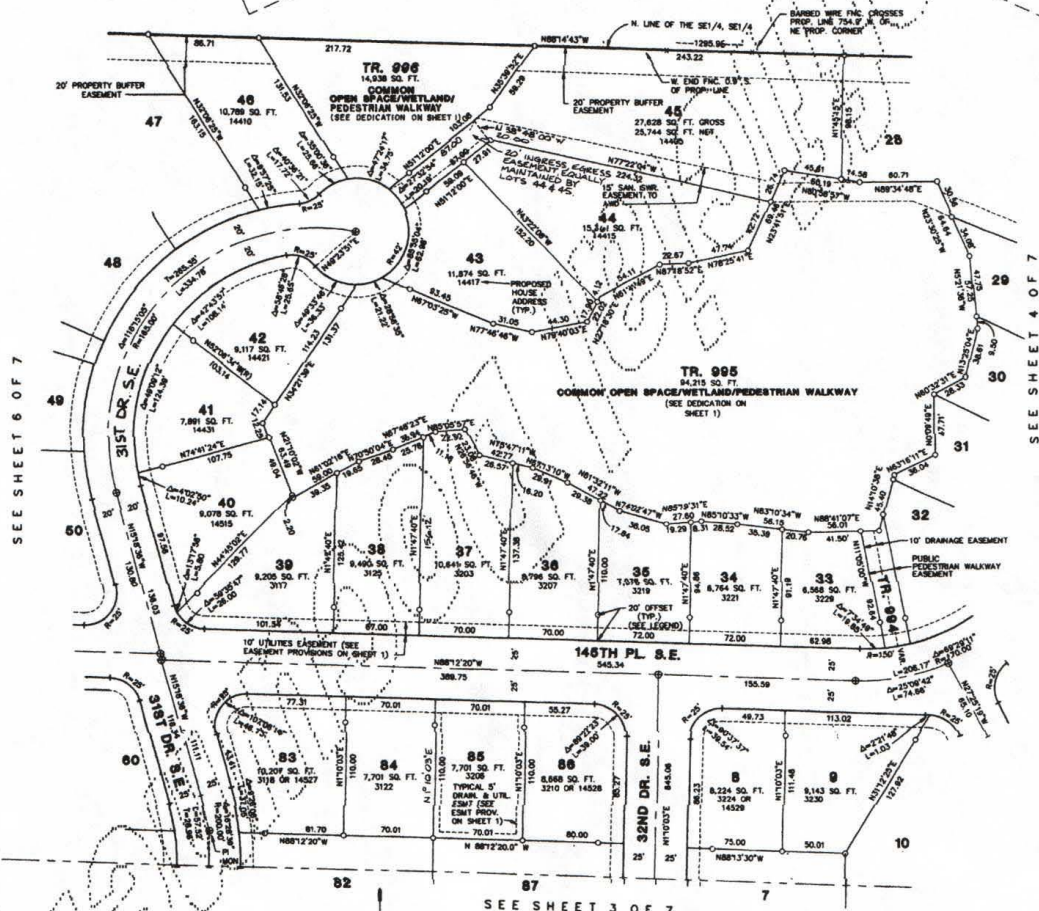
SEE SHEET 5 OF 7





**BRIGHTON AT MILL CREEK**  
 AN ALTERATION OF A POR. OF LOTS 1 THROUGH 8, PENNY CREEK, VOL. 45, PG. 47  
 SW1/4 & SE1/4, SE1/4 SEC. 32, TWP. 28 N., R. 6 E., W.M.  
 CITY OF MILL CREEK  
 SNOHOMISH COUNTY, WASHINGTON

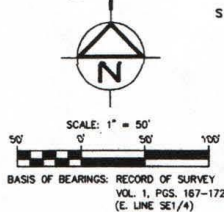
RHOD-A-ZELEA GARDENS DIVISION  
 VOL. 57, PGS. 63-71  
 TR. 988



SEE SHEET 6 OF 7

SEE SHEET 4 OF 7

SEE SHEET 3 OF 7



**LEGEND**

- EXISTING MONUMENT AS NOTED
- SET MONUMENT/CASE & BRASS CAP W/ PUNCH MARK LS NO 30450
- SET 1/2" REBAR (24" LONG) W/ PLASTIC CAP LS NO. 30450 (20.0 FEET FROM R-O-W ON LOT LINE FOR FRONT CORNERS; AND AT REAR CORNERS AS SHOWN)
- EXISTING REBAR AS NOTED
- AND ALDERWOOD WATER DISTRICT

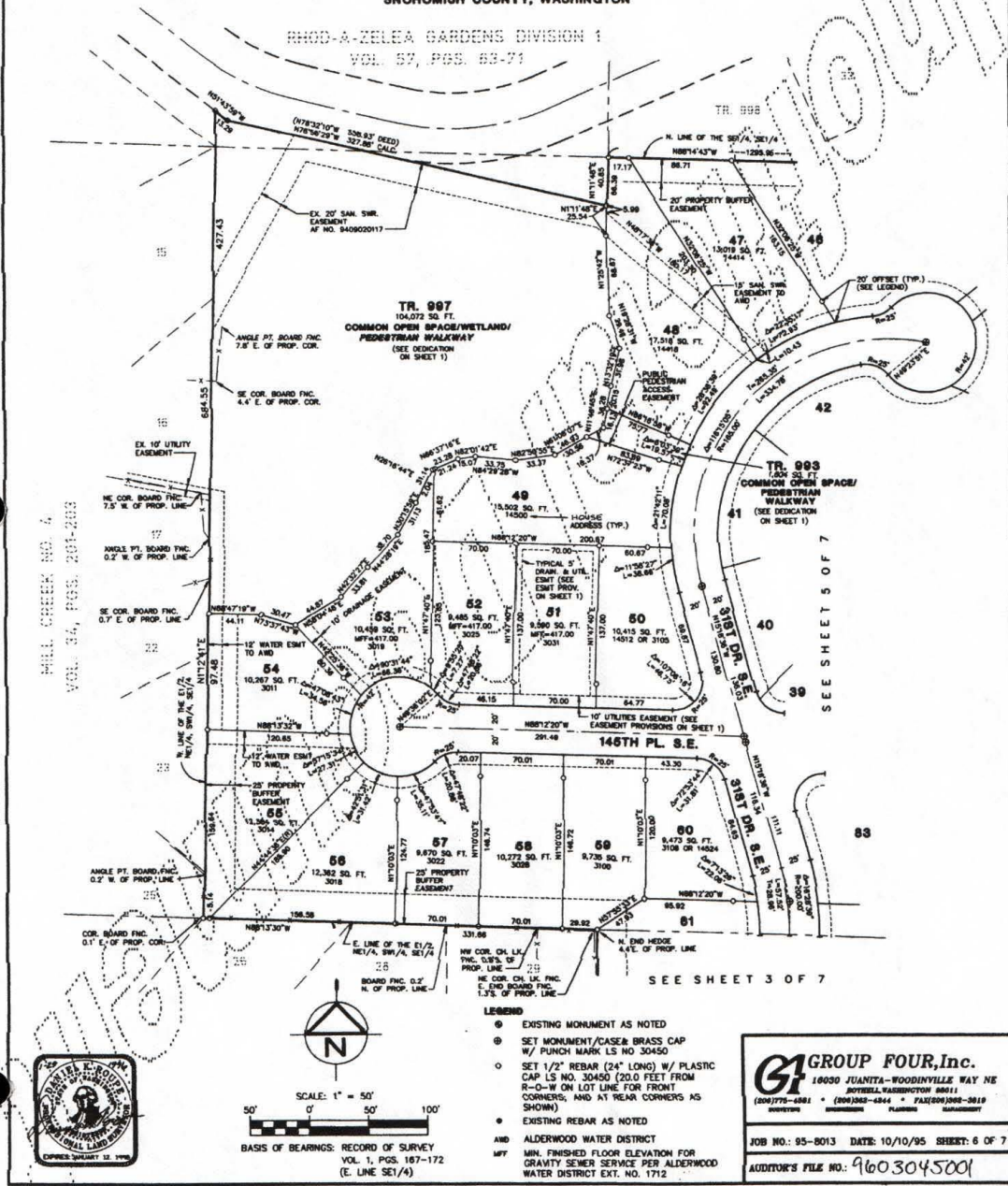
**G4 GROUP FOUR, Inc.**  
 10030 JUANITA-WOODVILLE WAY NE  
 BOYER, WASHINGTON 98011  
 (206)779-4581 • (206)282-4848 • FAX (206)282-2819  
 SURVEYING ENGINEERING PLANNING

JOB NO.: 95-8013 DATE: 10/10/95 SHEET: 5 OF 7  
 AUDITOR'S FILE NO.: 9603045001

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**BRIGHTON AT MILL CREEK**  
 AN ALTERATION OF A POR. OF LOTS 1 THROUGH 8, PENNY CREEK, VOL. 46, PG. 47  
 SW1/4 & SE1/4, SE1/4 SEC. 32, TWP. 28 N., R. 5 E., W.M.  
 CITY OF MILL CREEK  
 SNOHOMISH COUNTY, WASHINGTON

RHOD-A-ZEELE GARDENS DIVISION 1  
 VOL. 57, PGS. 63-71



**BRIGHTON AT MILL CREEK**  
 AN ALTERATION OF A POR. OF LOTS 1 THROUGH 8, PENNY CREEK, VOL. 48, PG. 47  
 SW1/4 & SE1/4, SE1/4 SEC. 32, TWP. 28 N., R. 6 E., W.M.  
 CITY OF MILL CREEK  
 SNOHOMISH COUNTY, WASHINGTON

UNRECORDED PLAT OF  
 LAKEVIEW FARMS

**TR. 900**  
 217,000 SQ. FT.  
 CITY PARK  
 (SEE DESCRIPTION  
 ON SHEET 1)

